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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re
THE ROMAN CATHOLIC ARCHBISHOP
OF SAN FRANCISCO,
Debtor.

Case No. 23-30564

Chapter 11

**STIPULATED TOLLING AGREEMENT
BETWEEN THE ROMAN CATHOLIC
ARCHBISHOP OF SAN FRANCISCO,
THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS, AND
CERTAIN TRANSFEREES**

[No Hearing per Local Procedures]

The Roman Catholic Archbishop of San Francisco (the “Debtor”), the Official Committee of Unsecured Creditors of the Debtor (the “Committee”), and the potential recipients of transfers from the Debtor identified in the attached Exhibit A (the “Transferees”) (the Debtor, Committee, and Transferees collectively, the “Parties” and each, individually, a “Party”), by and through their counsel, stipulate as follows:

RECITALS

WHEREAS, this Stipulation is entered into on June 6, 2025 (the “Stipulation Effective Date”).

WHEREAS, on August 21, 2023 (the “Petition Date”), the Archdiocese filed a voluntary petition under chapter 11 of the Bankruptcy Code.

1 **WHEREAS** on September 1, 2023, the United States Trustee for Region 17 appointed the
2 Committee to represent the Archdiocese’s unsecured creditors pursuant to 11 U.S.C. Title 11 (the
3 “Bankruptcy Code”) § 1102(a)(1). The Committee consists of nine individuals who filed claims
4 alleging they were minors who were sexually abused by perpetrators for whom the Debtor was
5 responsible.

6 **WHEREAS** prior to the Petition Date, the Committee asserts Debtor may have engaged in
7 certain transactions with some or all of the Transferees that may give rise to (i) claims under
8 Bankruptcy Code sections 544 through 550 (the “Avoidance Claims”), and (ii) claims under non-
9 bankruptcy law, including without limitation, claims for unjust enrichment (“Non-Bankruptcy Law
10 Claims”) (Avoidance Claims and Non-Bankruptcy Claims collectively, the “Claims”).

11 **WHEREAS** the Committee has requested additional information from the Debtor and
12 additional time to determine whether the Debtor and/or Committee should pursue the Claims on
13 behalf of the bankruptcy estate.

14 **WHEREAS**, the Parties wish to toll and extend any statute of repose, statute of limitations,
15 limitation or laches period, or other provision, whether jurisdictional or otherwise, that requires,
16 mandates, or establishes any deadline for the commencement or filing of any matter, proceeding or
17 other action, or the assertion of any related right, claim, or defense applicable to the Claims against
18 the Transferees, including, without limitation, sections 108 and 546 of the Bankruptcy Code, that
19 has not yet expired as of the Stipulation Effective Date;

20 **WHEREAS**, the Bankruptcy Court has jurisdiction to approve this Stipulation and enter an
21 order tolling the Limitation Period (defined below) as set forth herein; and

22 **NOW, THEREFORE**, the Parties hereby agree:

23 1. The recitals above are incorporated into and made a part of this Stipulation.

24 2. Subject to paragraph 3 of this Stipulation, any statute of repose, statute of limitations,
25 limitation or laches period, or other provision, whether jurisdictional or otherwise, that requires,
26 mandates, or establishes any deadline for the commencement or filing of any matter, proceeding or
27 other action with respect to the Claims, including, without limitation, sections 108 and 546 of the
28 Bankruptcy Code (collectively, the “Limitation Deadline”), is hereby tolled and extended from the

1 Stipulation Effective Date until August 21, 2026 (the “Termination Date,” and the period from the
2 Stipulation Effective Date through the Termination Date, the “Tolling Period”).

3 3. This Stipulation is intended to extend, not to limit, the period in which the Debtor or
4 Committee may commence or file a matter, proceeding or other action against the Transferees.
5 Therefore, the Limitation Deadline for any claim that expires after the Termination Date under applicable
6 law for such claim remains the same Limitations Deadline, and the period in which the Debtor or
7 Committee may commence or file a matter, proceeding, or other action against the Transferees with
8 respect to such claim shall not, solely by virtue of this Stipulation expire on the Termination Date.

9 4. The existence of the Tolling Period shall not give rise to or support any defense of
10 laches or the running or expiration of any Limitation Deadline with respect to any claim, and the
11 Debtor or Transferees shall not assert, plead, or raise against the Committee in any fashion, whether
12 by complaint, answer, motion, or otherwise, in any action or proceeding hereafter initiated or
13 maintained by the Committee or any of its successors, any defense or avoidance related to any claim
14 based on (i) the running or expiration of any Limitation Deadline during the Tolling Period, or (ii)
15 laches or other principle concerning the timeliness of commencing an action based on the failure of
16 the Committee to assert a claim during the Tolling Period.

17 5. Nothing contained in this Stipulation shall revive, in whole or in part, any claim that
18 had already expired or was already time-barred as of the Stipulation Effective Date.

19 6. The Parties acknowledge that Sections 108(a) and 546 of the Bankruptcy Code and
20 any other Limitation Deadline are not a limit on the Bankruptcy Court’s jurisdiction and can be tolled
21 by agreement. No Party will assert any contrary position in any matter, proceeding or action in any
22 court of competent jurisdiction with respect to the Claims. If a court nevertheless holds that it does
23 not have jurisdiction over a claim because such claim was filed after a date upon which any
24 applicable Limitation Deadline would have expired but for this Stipulation, the Committee, on behalf
25 of the estate, or any of its successors shall nevertheless have a separate and distinct contractual right
26 and claim against the Transferee as if the Committee or any such successor had asserted such claim
27 prior to the applicable Limitation Deadline.

28 //

7. Nothing herein shall prevent the Committee from filing and prosecuting a lawsuit or other action for any claim against the Transferees earlier than the Termination Date.

8. The Parties intend that this Stipulation be binding and enforceable in accordance with its terms. Accordingly, the Parties hereby irrevocably waive any right to contend that this Stipulation is not or might not be enforceable, agree not to assert or support any such contention, and shall be estopped from raising any such contention. The obligations of each of the Parties set forth in this paragraph 8 shall be contractual, in addition to a waiver of a procedural or statutory right.

9. Notices pursuant to this Stipulation, or other communications concerning it, shall be given by email and overnight mail as follows:

Counsel for the Official Committee of Unsecured Creditors

James I. Stang (jstang@pszjlaw.com)
Gail S. Greenwood (ggreenwood@pszjlaw.com)
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-and-

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Counsel for The Parishes and Related Schools Listed on Exhibit A and The Archdiocese of San Francisco Parish and School Juridic Persons Real Property Support Corporation ("RPSC")

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5 Junipero Serra High School**

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6 BINDER MALTER HARRIS & ROME-BANKS LLP
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15 **Counsel for Serra Clergy House**

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19 San Francisco, CA 94111

18 **Counsel for The Archdiocese of San Francisco Parish, School and Cemetery Juridic
19 Persons Capital Assets Support Corporation ("CASC")**

20 Allan B. Diamond (allan.diamond@diamondmccarthy.com)
21 Christopher D. Johnson (chris.johnson@diamondmccarthy.com)
22 DIAMOND MCCARTHY LLP
23 909 Fannin Street
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24 **Counsel for The Roman Catholic Seminary of San Francisco**

25 Peter C. Califano (pcalifano@nvlawllp.com)
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27 90 New Montgomery St, 9th Floor
28 San Francisco, CA 94105

27 **Counsel for Catholic Charities CYO of the Archdiocese of San Francisco**

28 Randy Michelson (randy.michelson@michelsonlawgroup.com)

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San Francisco, CA 94111

Counsel for The Benedict XVI Institute for Sacred Music and Divine Worship

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Bruce Anderson (banderson@eaidaho.com)
ELSAEESSER ANDERSON, CHTD
320 East Neider Ave., Suite 102
Coeur d'Alene, ID 83815

10. Each Party represents and warrants that: (i) each has the power and is duly authorized to enter into this Stipulation upon the terms set forth herein; and (ii) upon being duly executed and delivered, this Stipulation shall constitute a legal, valid, and binding obligation enforceable against it in accordance with this Stipulation's terms.

11. This Stipulation shall be effective upon the Stipulation Effective Date once signed by all Parties. The tolling and extension of the Limitation Deadline shall be effective whether or not the Bankruptcy Court enters an Order approving this Stipulation. The Parties, however, shall submit this Stipulation to the Bankruptcy Court for its approval.

12. Nothing in this Stipulation shall be understood or construed to be an admission by the Parties of the merits of any claims or any defenses thereto. Except as expressly provided in this Stipulation, all claims and defenses are fully preserved by the Parties. Nothing in the Stipulation shall confer standing to the Committee to bring the Claims and all rights and defenses with respect thereto are hereby preserved.

13. This Stipulation shall not be introduced into evidence or otherwise used in any proceeding or action, except to the extent necessary to enforce the terms of this Stipulation and to oppose defenses asserting the Limitation Deadline.

14. Nothing in this Stipulation shall be construed as an admission by the Committee relating to the applicability of any Limitation Deadline to any claims, or to the length of any limitations period that may apply, or to the applicability of any other time-related defense.

15. This Stipulation shall be binding upon, and operate for the benefit of, the Parties and each of their respective successors and assigns.

16. This Stipulation shall be governed, construed, and enforced pursuant to the laws of the State of California, without regard to its conflicts of law principles.

17. This Stipulation may be signed in counterparts, including by electronic mail, facsimile or electronically delivered signatures (including DocuSign), each of which shall be deemed an original, and all of which taken together shall constitute one and the same document.

18. This Stipulation constitutes the entire agreement by and between the Parties concerning the tolling of any applicable Limitation Deadline and other time-related defenses, and supersedes any prior agreements or understandings, whether written or oral. This Stipulation may not be modified except by a writing signed by the Party to be bound by such modification.

19. The Bankruptcy Court shall, to the fullest extent permitted by law, retain sole and exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation or enforcement of this Stipulation.

IT IS SO STIPULATED:

Date: June 3, 2025

PACHULSKI STANG ZIEHL & JONES LLP

By: /s/ James Stang
James Stang
Counsel for the Official Committee of
Unsecured Creditors

Date: June 3, 2025

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

By: /s/ Ori Katz
Ori Katz

-and-

**FELDERSTEIN FITZGERALD
WILLOUGHBY PASCUZZI & RIOS LLP**

By: /s/ Paul Pascuzzi
Paul Pascuzzi
Counsel for The Roman Catholic
Archbishop of San Francisco

1 Date: June 4, 2025

WOMBLE BOND DICKINSON (USA) LLP

2
3 By: /s/ Robert Charles
Robert Charles
Katie Rios
Counsel for the Parishes and Related
Schools Listed on Exhibit A and RPSC

6 Date: June 4, 2025

WILKE FLEURY

7
8 By: /s/ Steven Williamson
Steven Williamson
Daniel Egan
Counsel for Catholic Cemeteries of the
Archdiocese of San Francisco

11 Date: June 4, 2025

**BINDER MALTER HARRIS & ROME-
BANKS LLP**

13 By: /s/ Robert Harris
Robert Harris
Counsel for Archbishop Riordan High
School, Junipero Serra High School, and
Marin Catholic High School

16 Date: June 4, 2025

McDERMOTT WILL & EMERY

18 By: /s/ Lisa Linsky
Lisa Linsky
Counsel for Sacred Heart Cathedral
Preparatory

21 Date: June 4, 2025

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

23 By: /s/ Ori Katz
Ori Katz
Counsel for Vallombrosa Retreat Center

25 Date: June 4, 2025

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

27 By: /s/ Ori Katz
Ori Katz
Counsel for Serra Clergy House

1 Date: June 4, 2025

DIAMOND McCARTHY, LLP

2
3 By: /s/ Allan B. Diamond
4 Allan B. Diamond
5 Christopher D. Johnson
6 *Counsel for CASC*

7 Date: June 4, 2025

NIESAR & VESTAL LLP

8 By: /s/ Peter C. Califano
9 Peter C. Califano
10 *Counsel for The Roman Catholic Seminary*
11 *of San Francisco*

12 Date: June 4, 2025

MICHELSON LAW GROUP

13 By: /s/
14 Randy Michelson
15 *Counsel for Catholic Charities CYO of the*
16 *Archdiocese of San Francisco*

17 Date: June 4, 2025

ELSAESSER ANDERSON, CHTD

18 By: /s/
19 J. Ford Elsaesser
20 Bruce Anderson
21 *Counsel for The Benedict XVI Institute for*
22 *Sacred Music and Divine Worship*

1 Date: June 4, 2025

DIAMOND McCARTHY, LLP

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3 By: /s/ Allan B. Diamond
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Date: June 4, 2025

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Date: June 4, 2025

ELSAESSER ANDERSON, CTTD

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J. Ford Elsaesser
Bruce Anderson
Council for The Benedict XVI Institute for
Sacred Music and Divine Worship

005-00047112-00000002

Exhibit A

Parishes and Missions

All Hallows Chapel
All Souls Church (All Souls School)
Assumption Church (Tomaes)
Cathedral of St. Mary of the Assumption
Church of the Epiphany (Epiphany School)
Church of the Good Shepherd (Good Shepherd School)
Church of the Nativity (Nativity School) (Menlo Park)
Church of the Nativity (San Francisco)
Corpus Christi Church
Holy Angels Church (Holy Angels School)
Holy Name of Jesus Church (Holy Name School)
Immaculate Heart of Mary Church (Immaculate Heart of Mary School)
Mater Dolorosa Church
Mission Dolores Basilica
Most Holy Redeemer Church
Most Holy Rosary Chapel
Notre Dame Des Victoires (Ecole Notre Dame des Victoires)
Old St. Mary's Church
Our Lady of Fatima Russian Byzantine Catholic
Our Lady of Guadalupe Mission (Brisbane)
Our Lady of Angels Church (Our Lady of Angels School)
Our Lady of Loretto Church (Our Lady of Loretto School)
Our Lady of Lourdes Church
Our Lady of Mercy Church (Our Lady of Mercy School)
Our Lady of Mount Carmel Church (Mill Valley)
Our Lady of Mount Carmel Church (Our Lady of Mt. Carmel School) (Redwood City)
Our Lady of Perpetual Help (Our Lady of Perpetual Help School)
Our Lady of the Pillar Church
Our Lady of Refuge Mission
Our Lady of the Visitation Church (Our Lady of the Visitation School)
Our Lady of the Wayside
Sacred Heart Church
San Jose Obero Church
Shrine of St. Francis of Assisi
St. Agnes Church
St. Andrew Church
St. Anne of the Sunset Church (St. Anne School)
St. Anselm Church (St. Anselm School)
St. Anthony Church (Menlo Park)
St. Anthony Mission (Pescadero)
St. Anthony of Padua Church (Novato)
St. Anthony of Padua Church

St. Augustine Church
St. Bartholomew Church
St. Benedict Parish
St. Boniface Church
St. Brendan Church (St. Brendan School)
St. Bruno Church
St. Catherine of Siena Church (St. Catherine of Siena School)
St. Cecilia Church (St. Cecilia School) (San Francisco)
St. Cecilia Church (Lagunitas)
St. Charles Borromeo Church
St. Charles Church (St. Charles School)
St. Denis Church
St. Dominic Church
St. Dunstan Church (St. Dunstan School)
St. Elizabeth Church
St. Emydius Church
St. Finn Barr Church (St. Finn Barr School)
St. Francis of Assisi
St. Gabriel Church (St. Gabriel School)
St. Gregory Church (St. Gregory School)
St. Helen Mission
St. Hilary Church (St. Hilary School)
St. Ignatius Church
St. Isabella Church (St. Isabella School)
St. James Church (St. James School)
St. John the Evangelist Church (St. John School)
St. John of God Chapel
St. Kevin Church
St. Luke Church
St. Mark Church
St. Mary Magdalene Mission
St. Mary Star of the Sea
St. Mary Church
St. Matthew Church (St. Matthias Preschool)
St. Matthias Church
St. Michael Korean Church
St. Monica-St. Thomas the Apostle Church (St. Monica School)
St. Patrick Church (St. Patrick School) (St. Patrick Thrift Shop) (Larkspur)
St. Patrick Church (San Francisco)
St. Paul Church (St. Paul School)
St. Paul of the Shipwreck
St. Peter Church (Pacifica)
St. Peter Church (St. Peter School) (San Francisco)
St. Philip the Apostle (St. Philip School)
St. Pius Church (St. Pius School)
St. Raphael Church (St. Raphael School)

St. Raymond Church (St. Raymond School)
St. Rita Church
St. Robert Church (St. Robert School)
St. Sebastian Church
St. Stephen Church (St. Stephen School)
St. Teresa Church
St. Thomas More Church (St. Thomas More School)
St. Timothy Church (St. Timothy School)
St. Veronica Church (St. Veronica School)
St. Vincent de Paul Church (St. Vincent de Paul School)
Star of the Sea Church (Stella Maris Academy)
Sts. Peter & Paul Church (Sts. Peter & Paul School)

The Archdiocese of San Francisco Parish and School Juridic Persons Real Property Support Corporation

Cemeteries

Holy Cross Catholic Cemeteries
Saint Mary Magdalene Catholic Cemetery
Mt. Olivet Cemetery
Our Lady of Pillar Cemetery
Tomaes Bay Cemetery

Archbishop Riordan High School

Marin Catholic High School

Junipero Serra High School

Sacred Heart Cathedral Preparatory

Vallombrosa Retreat Center

Serra Clergy House

The Archdiocese of San Francisco Parish, School and Cemetery Juridic Persons Capital Assets Support Corporation

The Roman Catholic Seminary of San Francisco

Catholic Charities CYO of the Archdiocese of San Francisco

The Benedict XVI Institute for Sacred Music and Divine Worship